

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re:	) Chapter 11
	)
FORESIGHT ENERGY LP, <i>et al.</i> ,	) Case No. 20-41308-659
	)
Debtors. <sup>1</sup>	) (Joint Administration Requested)
	)
	) Hearing Date: March 11, 2020
	) Hearing Time: 10:00 a.m. (Central Time)
	) Hearing Location: Courtroom 7 North

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF PAUL, WEISS,  
RIFKIND, WHARTON & GARRISON LLP AS ATTORNEYS FOR THE DEBTORS  
AND DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

Foresight Energy LP and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) respectfully state as follows in support of this application (this “Application”):

**Relief Requested**

1. By this Application, the Debtors seek entry of an order, (the “Proposed Order”),<sup>2</sup> pursuant to sections 327(a) and 330 of title 11 of the United States Code

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<sup>1</sup> The Debtors in these cases are each incorporated or organized in the state of Delaware, and along with the last four digits of each Debtor’s federal tax identification number (or SEC filing number if unavailable), are: Foresight Energy LP (8894); Foresight Energy GP LLC (8332); Foresight Energy LLC (7685); Foresight Energy Employee Services Corporation (7023); Foresight Energy Services LLC (6204); Foresight Receivables LLC (2250); Sugar Camp Energy, LLC (8049); Macoupin Energy LLC (9005); Williamson Energy, LLC (9143); Foresight Coal Sales LLC (8620); Tanner Energy LLC (0409); Sitran LLC (9962); Seneca Rebuild LLC (0958); Oeneus LLC (6007); Adena Resources, LLC (4649); Hillsboro Transport LLC (6881); American Century Transport LLC (SEC No. 5786); Akin Energy LLC (1648); American Century Mineral LLC (SEC No. 5788); Foresight Energy Finance Corporation (5321); Foresight Energy Labor LLC (4176); Viking Mining LLC (4981); M-Class Mining, LLC (5272); MaRyan Mining LLC (7085); Mach Mining, LLC (4826); Logan Mining LLC (2361); LD Labor Company LLC (8454); Coal Field Repair Services LLC (9179); Coal Field Construction Company LLC (5694); Hillsboro Energy LLC (1639); and Patton Mining LLC (7251). The address of the Debtors’ corporate headquarters is One Metropolitan Square, 211 North Broadway, Suite 2600, St. Louis, Missouri 63102.

<sup>2</sup> A copy of the Proposed Order will be made available on the Debtors’ case information website at: <https://cases.primeclerk.com/foresightenergy>.

(the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014 and 2016 of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “Local Bankruptcy Rules”), authorizing the retention and employment of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul, Weiss” or the “Firm”) as the Debtors’ attorneys with respect to the filing and prosecution of these chapter 11 cases, *nunc pro tunc* to the Petition Date (as defined below). In support of this Application, the Debtors rely upon the declaration of Paul M. Basta (the “Basta Declaration”), a partner at Paul, Weiss, attached hereto as **Exhibit A**, and the declaration of Robert D. Moore, the Debtors’ President and Chief Executive Officer, attached hereto as **Exhibit B** (the “Moore Declaration”).

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Eastern District of Missouri (the “Court”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 9.01(B) of the Local Rules of the United States District Court for the Eastern District of Missouri. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. The statutory and legal predicates for the relief requested herein are sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014 and 2016.

### **Background**

4. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are a leading producer of thermal coal, with four mining complexes and nearly 2.1 billion tons of proven and probable coal reserves strategically located near multiple rail and river transportation access

points in the Illinois Basin. The Debtors also own a barge-loading river terminal on the Ohio River. From this strategic position, the Debtors sell their coal primarily to electric utility and industrial companies located in the eastern half of the United States and across the international market.

5. The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. Contemporaneously herewith, the Debtors filed a motion requesting joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No trustee, examiner or official committee has been appointed in these chapter 11 cases.

6. Information regarding the Debtors' businesses, their capital and debt structure, the events leading to the filing of these cases, and the terms and structure of the proposed restructuring transaction is set forth in the *Declaration of Robert D. Moore, President and Chief Executive Officer of Foresight Energy LP, in Support of Chapter 11 Petitions* (the "Moore Declaration"), the *Declaration of Alan Boyko, Senior Managing Director of FTI Consulting, Inc., in Support of Chapter 11 Petitions and First Day Relief* (the "Boyko Declaration"), and the declaration of Seth Herman in support of the Debtors' motion for approval of debtor in possession financing and use of cash collateral (the "Herman Declaration," and together with the Moore Declaration and Boyko Declaration, the "First Day Declarations"),<sup>3</sup> each filed contemporaneously herewith.

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<sup>3</sup> The First Day Declarations are being filed in support of this Application and are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.

### **Basis for Relief**

#### **A. Paul, Weiss's Qualifications**

7. The Debtors seek to retain Paul, Weiss because of Paul, Weiss's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations and restructurings under chapter 11 of the Bankruptcy Code.

8. Paul, Weiss has been extensively involved in major chapter 11 cases and has represented debtors in many such cases, including, among others: *In re Pioneer Energy Services Corp.*, No. 20-31425 (DRJ) (Bankr. S.D. Tex. March 1, 2020); *In re Bumble Bee Parent, Inc.*, No. 19-12502 (LSS) (Bankr. D. Del. Nov. 11, 2019); *In re Jack Cooper Ventures, Inc.*, No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 6, 2019); *In re Sears Holding Corp.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Oct. 15, 2018); *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. Feb. 4, 2018); *In re Expro Holdings US Inc.*, No. 17-60179 (DRJ) (Bankr. S.D. Tex. Jan. 19, 2018); *In re Cumulus Media Inc.*, No. 17-13381 (SCC) (Bankr. S.D.N.Y. Dec. 21, 2017); *In re CGG Holding (U.S.) Inc.*, No. 17-11637 (MG) (Bankr. S.D.N.Y. Jul. 14, 2017); *In re BPS US Holdings, Inc.*, No. 16-12373 (KJC) (Bankr. D. Del. Dec. 13, 2016); *In re Noranda Aluminum, Inc.*, No. 16-10083 (BSS) (Bankr. E.D. Mo. Feb. 8, 2016); *In re Walter Energy, Inc.*, No. 15-0271 (TOM) (Bankr. N.D. Ala. Sept. 4, 2015); and *In re AbitibiBowater Inc.*, No. 09-11296 (KJC) (Bankr. D. Del. Apr. 16, 2009).

9. Paul, Weiss is a full-service law firm with a national and international presence and has experience and expertise in virtually every major substantive area of legal practice. Since 2015, Paul, Weiss has represented the Debtors in connection with analyzing, negotiating and implementing a series of refinancing transactions (the "Refinancing Engagement"), and continues to provide the Debtors services under the terms of the agreement

executed on December 18, 2015 (the “Engagement Letter”) attached hereto as **Exhibit C**. In connection with the Refinancing Engagement and in preparing for its representation of the Debtors in these chapter 11 cases, Paul, Weiss has become intimately familiar with the Debtors’ capital structure and operations, as well as with the key creditors and other stakeholders in these chapter 11 cases.

10. For the foregoing reasons, the Debtors believe that Paul, Weiss is particularly well-situated and well-qualified to represent the Debtors in these chapter 11 cases in an effective, efficient, and timely manner. Accordingly, the retention of Paul, Weiss is necessary and in the best interests of the Debtors, their estates and their creditors.

11. The Debtors have been informed that Paul M. Basta and Alice Belisle Eaton, partners of Paul, Weiss, as well as other partners of, counsel to, and associates of Paul, Weiss who will be working on this matter, are members in good standing of, among others, the Bar of the State of New York and the United States District Court for the Southern District of New York.

**B. Services to be Provided**

12. Subject to further order of the Court, the Debtors request the retention and employment of Paul, Weiss to render the following legal services:

- (a) providing legal advice with respect to the Debtors’ powers and duties as debtors in possession in the continued operation of their business and management of their properties;
- (b) advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- (c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- (d) taking action necessary to protect and preserve the Debtors’ estates, including the prosecution of actions on the Debtors’

behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;

- (e) preparing pleadings in connection with these chapter 11 cases, including motions, applications, objections, replies, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- (f) representing the Debtors in connection with obtaining authority to continue using cash collateral and post-petition financing;
- (g) advising the Debtors in connection with any potential sale of assets;
- (h) advising and assisting the Debtors with financing and transactional matters as such may arise during these chapter 11 cases;
- (i) appearing in Court and any appellate courts to represent the interests of the Debtors' estates;
- (j) advising the Debtors regarding tax matters;
- (k) taking any necessary action on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documentation related thereto; and
- (l) performing all other legal services for the Debtors that may be necessary and proper in these proceedings.

13. The Debtors also seek to employ and retain Armstrong Teasdale LLP ("AT") as their co-counsel in connection with these chapter 11 cases, and to handle certain matters that the Debtors may encounter that cannot be handled appropriately by Paul, Weiss because of a potential conflict of interest. The services of AT are intended to complement, and not duplicate, the services to be rendered by Paul, Weiss. Moreover, the responsibilities of AT will be confined to legal matters that are distinct from the matters handled by Paul, Weiss. AT will act on its own and will not act under the direct supervision of Paul, Weiss. The Debtors are mindful of the need to avoid duplication of services and appropriate procedures will be

implemented to ensure that there is no such duplication and that, where appropriate, ethical walls are erected to screen Paul, Weiss from the work of AT.

**C. Professional Compensation**

14. Paul, Weiss practices in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, reputation, the nature of the work involved, and other factors. Paul, Weiss intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 cases* (the "Fee Guidelines"), and any further orders of the Court (the "Orders"). The standard hourly rates Paul, Weiss will charge in these chapter 11 cases are in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered.

15. The hourly rates set forth herein and in the Basta Declaration are the Firm's standard hourly rates. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses and are revised on an annual basis. The current standard hourly rates for Paul, Weiss attorneys and paralegals range from \$1,225 to \$1,650 per hour for partners; \$1,200 per hour for counsel; \$495 to \$1,110 per hour for staff attorneys and associates; and \$115 to \$380 per hour for legal assistants. These rates are subject to periodic adjustment to reflect economic and other conditions. Paul, Weiss has not agreed to any variations from, or alternatives to, its standard

billing arrangements for this engagement. The following attorneys are currently expected to have primary responsibility for representing the Debtors:

Paul M. Basta (Partner)	27 years of experience	\$1,650 per hour
Alice Belisle Eaton (Partner)	20 years of experience	\$1,550 per hour
Aidan Synnott (Partner)	31 years of experience	\$1,650 per hour
Alexander Woolverton (Associate)	8 years of experience	\$1,110 per hour
Michael Colarossi (Associate)	3 years of experience	\$955 per hour
Patrick Steel (Associate)	3 years of experience	\$955 per hour
David M. Weiss (Associate)	1 year of experience	\$775 per hour
Stephanie P. Lascano (Associate)	Less than 1 year experience	\$665 per hour

Other Paul, Weiss lawyers and paraprofessionals will be utilized or consulted and may appear on behalf of the Debtors in these chapter 11 cases, as necessary. None of the professionals included in this engagement vary their rate based on the geographic location of these chapter 11 cases.

16. In addition, Paul, Weiss customarily charges its clients for all costs and expenses incurred, including, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for “working meals,” computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. Paul, Weiss will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Paul, Weiss’s other clients.

17. The Debtors understand and have agreed that Paul, Weiss hereafter will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy



Rules, the Fee Guidelines, and the Orders for all professional services performed and expenses incurred after the Petition Date.

18. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders, the Debtors propose to compensate Paul, Weiss for services rendered at its customary hourly rates that are in effect from time to time, as set forth in the Basta Declaration, and to reimburse Paul, Weiss according to its customary reimbursement policies. The Debtors respectfully submit that Paul, Weiss's rates and policies as set forth in the Basta Declaration are reasonable.

**D. Compensation Received by Paul, Weiss from the Debtors**

19. Paul, Weiss received a retainer from the Debtors in the amount of \$325,000.00 on October 3, 2019 and additional retainers of \$233,403.94 on January 27, 2020, \$231,080.31 on February 4, 2020, \$1,000,000.00 on February 29, 2020, and \$350,000.00 on March 9, 2020. Including amounts drawn from these retainers, the Firm received payments made within the ninety (90) days immediately preceding the Petition Date totaling approximately \$3,547,882.47 in connection with Paul, Weiss's general representation of the Debtors prior to these chapter 11 cases and in connection with the preparation thereof.

20. Other than as set forth herein, Paul, Weiss has not received any payments from the Debtors during the ninety (90) days immediately preceding the Petition Date.

21. Paul, Weiss has advised the Debtors that it intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges, costs and expenses incurred in these chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders.

**E. Paul, Weiss's Disinterestedness**

22. To the best of the Debtors' knowledge, as set forth in the Basta Declaration, (a) Paul, Weiss is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and (b) neither Paul, Weiss nor any of its partners, counsel, associates, or paralegals have any connection with or any adverse interest to any of the Debtors, their affiliates, their creditors, or any other parties in interest, or their respective attorneys and accountants, except as is disclosed in the Basta Declaration.

23. Paul, Weiss will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered, Paul, Weiss will use reasonable efforts to identify such developments and to promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

24. The Debtors submit that for all the reasons stated above and in the Basta Declaration, the retention and employment of Paul, Weiss as counsel to the Debtors is warranted. Further, as stated in the Basta Declaration, Paul, Weiss is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as is disclosed in the Basta Declaration.

**Notice**

25. Notice of this Application will be provided to: (a) the Office of the United States Trustee for Region 13; (b) counsel to the Ad Hoc First Lien Group; (c) counsel to the Ad Hoc Crossover Group; (d) counsel to the Facilities Agent; (e) counsel to the Term Agent;

(f) counsel to the Indenture Trustee; (g) counsel to the collateral trustee under the Debtors' secured debt facilities; (h) counsel to the DIP Agent; (i) counsel to DIP Lenders; (j) counsel to Murray Energy Corporation; (k) counsel to Reserves; (l) counsel to Javelin; (m) counsel to Uniper Global Commodities UK Limited; (n) the Internal Revenue Service; (o) the Securities and Exchange Commission; (p) the United States Attorney's Office for the Eastern District of Missouri; (q) the state attorneys general for all states in which the Debtors conduct business; (r) the holders of the thirty (30) largest unsecured claims against the Debtors, on a consolidated basis; (s) counsel to the Committee; and (t) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Notice of this Application and any order entered hereon will be served in accordance with Local Bankruptcy Rule 9013-3(A)(1). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other relief as is just and proper.

Dated: March 10, 2020  
St. Louis, Missouri

Respectfully submitted,

FORESIGHT ENERGY LP  
(for itself and on behalf of each of its affiliated debtors as  
Debtors and Debtors in Possession)

/s/ Robert D. Moore

Name: Robert D. Moore

Title: President and Chief Executive Officer  
Foresight Energy LP

**Exhibit A**

**Basta Declaration**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: ) Chapter 11  
)  
FORESIGHT ENERGY LP, *et al.*, ) Case No. 20-41308-659  
)  
Debtors.<sup>1</sup> ) (Jointly Administered)  
)

**DECLARATION OF PAUL M. BASTA IN SUPPORT OF THE DEBTORS’  
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
AS ATTORNEYS FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Paul M. Basta, do hereby declare, under penalty of perjury, that:

1. I am a partner in the law firm of Paul, Weiss Rifkind, Wharton & Garrison LLP (“Paul, Weiss” or the “Firm”), an international law firm with its principal offices at 1285 Avenue of the Americas, New York, New York 10019. I am a lead attorney from Paul, Weiss working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York and I have been admitted to practice in the United States District Court for the Southern District of New York.

2. I submit this declaration (this “Declaration”) pursuant to Bankruptcy Rule 2016 and section 329 of the Bankruptcy Code, in support of the *Debtors’ Application for Entry*

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<sup>1</sup> The Debtors in these cases are each incorporated or organized in the state of Delaware, and along with the last four digits of each Debtor’s federal tax identification number (or SEC filing number if unavailable), are: Foresight Energy LP (8894); Foresight Energy GP LLC (8332); Foresight Energy LLC (7685); Foresight Energy Employee Services Corporation (7023); Foresight Energy Services LLC (6204); Foresight Receivables LLC (2250); Sugar Camp Energy, LLC (8049); Macoupin Energy LLC (9005); Williamson Energy, LLC (9143); Foresight Coal Sales LLC (8620); Tanner Energy LLC (0409); Sitran LLC (9962); Seneca Rebuild LLC (0958); Oeneus LLC (6007); Adena Resources, LLC (4649); Hillsboro Transport LLC (6881); American Century Transport LLC (SEC No. 5786); Akin Energy LLC (1648); American Century Mineral LLC (SEC No. 5788); Foresight Energy Finance Corporation (5321); Foresight Energy Labor LLC (4176); Viking Mining LLC (4981); M-Class Mining, LLC (5272); MaRyan Mining LLC (7085); Mach Mining, LLC (4826); Logan Mining LLC (2361); LD Labor Company LLC (8454); Coal Field Repair Services LLC (9179); Coal Field Construction Company LLC (5694); Hillsboro Energy LLC (1639); and Patton Mining LLC (7251). The address of the Debtors’ corporate headquarters is One Metropolitan Square, 211 North Broadway, Suite 2600, St. Louis, Missouri 63102.

*of an Order Authorizing the Retention and Employment of Paul, Weiss, Rifkind, Wharton & Garrison LLP as Attorneys for the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date* (the “Application”).<sup>2</sup> Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Paul, Weiss’s completion of further review, or as additional party-in-interest information becomes available, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

### **Paul, Weiss’s Qualifications**

3. The Debtors seek to retain Paul, Weiss because of Paul, Weiss’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations and restructurings under chapter 11 of the Bankruptcy Code.

4. Paul, Weiss has been extensively involved in major chapter 11 cases and has represented debtors in many such cases, including, among others: *In re Pioneer Energy Services Corp.*, No. 20-31425 (DRJ) (Bankr. S.D. Tex. March 1, 2020); *In re Bumble Bee Parent, Inc.*, No. 19-12502 (LSS) (Bankr. D. Del. Nov. 11, 2019); *In re Jack Cooper Ventures, Inc.*, No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 6, 2019); *In re Sears Holding Corp.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Oct. 15, 2018); *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. Feb. 4, 2018); *In re Expro Holdings US Inc.*, No. 17-60179 (DRJ) (Bankr. S.D. Tex. Jan. 19, 2018); *In re Cumulus Media Inc.*, No. 17-13381 (SCC) (Bankr. S.D.N.Y. Dec. 21, 2017); *In re CGG Holding (U.S.) Inc.*, No. 17-11637 (MG) (Bankr. S.D.N.Y. Jul. 14, 2017); *In re BPS US Holdings, Inc.*, No. 16-12373 (KJC) (Bankr. D. Del. Dec. 13, 2016);

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<sup>2</sup> Capitalized terms used, but not otherwise defined herein, have the meaning ascribed to them in the Application.

*In re Noranda Aluminum, Inc.*, No. 16-10083 (BSS) (Bankr. E.D. Mo. Feb. 8, 2016); *In re Walter Energy, Inc.*, No. 15-0271 (TOM) (Bankr. N.D. Ala. Sept. 4, 2015); and *In re AbitibiBowater Inc.*, No. 09-11296 (KJC) (Bankr. D. Del. Apr. 16, 2009).

5. Paul, Weiss is a full-service law firm with a national and international presence and has experience and expertise in virtually every major substantive area of legal practice. Since 2015, Paul, Weiss has represented the Debtors in connection the Refinancing Engagement, and continues to provide the Debtors services under the terms of the Engagement Letter. In connection with the Refinancing Engagement and in preparing for its representation of the Debtors in these chapter 11 cases, Paul, Weiss has become intimately familiar with the Debtors' capital structure and operations, as well as with the key creditors and other stakeholders in these chapter 11 cases.

6. For the foregoing reasons, I believe that Paul, Weiss is particularly well-situated and well-qualified to represent the Debtors in these chapter 11 cases in an effective, efficient, and timely manner. Accordingly, the retention of Paul, Weiss is necessary and in the best interests of the Debtors, their estates, and their creditors.

#### **Services to be Rendered; Compensation Arrangements**

7. Subject to further order of the Court, the Debtors have requested that Paul, Weiss render services including, but not limited to, the following:

- a. providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business and management of their properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;



- d. taking action necessary to protect and preserve the Debtors' estates, including the prosecution of actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to use cash collateral and post-petition financing;
- g. advising the Debtors in connection with the proposed sale of their assets;
- h. advising and assisting the Debtors with financing and transactional matters as such may arise during these chapter 11 cases;
- i. appearing in Court and any appellate courts to represent the interests of the Debtors' estates;
- j. advising the Debtors regarding tax matters;
- k. taking any necessary action on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan(s) and all documentation related thereto; and
- l. performing all other legal services for the Debtors that may be necessary and proper in these proceedings.

8. Subject to the Court's approval, Paul, Weiss will charge the Debtors for its legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered and for reimbursement of its actual, necessary expenses and other charges incurred by the Firm. In the normal course of business, Paul, Weiss revises its hourly rates annually. The current standard hourly rates for Paul, Weiss's attorneys and paralegals range from \$1,225 to \$1,650 per hour for partners; \$1,200 per hour for

counsel; \$495 to \$1,110 per hour for staff attorneys and associates; and \$115 to \$380 per hour for paraprofessionals.

9. The following attorneys are currently expected to have primary responsibility for representing the Debtors:

Paul M. Basta (Partner)	27 years of experience	\$1,650 per hour
Alice Belisle Eaton (Partner)	20 years of experience	\$1,550 per hour
Aidan Synnott (Partner)	31 years of experience	\$1,650 per hour
Alexander Woolverton (Associate)	8 years of experience	\$1,110 per hour
Michael Colarossi (Associate)	3 years of experience	\$955 per hour
Patrick Steel (Associate)	3 years of experience	\$955 per hour
David M. Weiss (Associate)	1 year of experience	\$775 per hour
Stephanie P. Lascano (Associate)	Less than 1 year experience	\$665 per hour

Other Paul, Weiss lawyers and paraprofessionals will be utilized or consulted and may appear on behalf of the Debtors in these chapter 11 cases, as necessary. None of the professionals included in this engagement vary their rate based on the geographic location of these chapter 11 cases.

10. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Additionally, it is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case or transaction, subject to any modification to such policies that Paul, Weiss may be required to comply with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and

the Orders. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document processing charges, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for “working meals,” computerized research, transcription costs, as well as non-ordinary overhead expenses, approved by the client, such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm’s other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients.

11. Paul, Weiss has advised the Debtors that it intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges, costs, and expenses incurred in these chapter 11 cases. No promises have been received by Paul, Weiss, or any member, counsel or associate of Paul, Weiss, as to payment or compensation in connection with these chapter 11 cases other than in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders. Further, Paul, Weiss has no agreement with any other entity to share compensation received by Paul, Weiss or any such entity.

12. Paul, Weiss received a retainer from the Debtors in the amount of \$325,000.00 on October 3, 2019 and additional retainers of \$233,403.94 on January 27, 2020, \$231,080.31 on February 4, 2020, \$1,000,000.00 on February 29, 2020, and \$350,000.00 on March 9, 2020. Including amounts drawn from these retainers, the Firm received payments made within the ninety (90) days immediately preceding the Petition Date totaling approximately

\$3,547,882.47 in connection with Paul, Weiss's general representation of the Debtors prior to these chapter 11 cases and in connection with the preparation thereof.

13. Other than as set forth herein, Paul, Weiss has not received any payments from the Debtors during the ninety (90) days immediately preceding the Petition Date.

14. Paul, Weiss is willing to act on the Debtors' behalf at its normal and customary rates for matters of this type, together with reimbursement of all costs and expenses incurred by Paul, Weiss in connection with these chapter 11 cases, and the Debtors have proposed to pay Paul, Weiss at such rates and to reimburse it for such costs and expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and the Orders.

**Paul, Weiss's Disinterestedness**

15. To confirm that Paul, Weiss did not have any conflicts or other relationships that might preclude its representation of the Debtors with respect to the matters upon which it is being employed, I caused Paul, Weiss attorneys under my supervision to conduct a review of potential connections and relationships between Paul, Weiss and parties in interest in these chapter 11 cases within the following categories, and as set forth in **Exhibit 1** hereto (the "Potential Parties in Interest"):

- (a) Current Officers and Directors;
- (b) Former Officers and Directors;
- (c) Debtors;
- (d) Non-Debtor Affiliates;
- (e) Joint Ventures, Partnerships and Consortiums;
- (f) Five Percent and Greater Shareholders and Beneficial Owners;
- (g) Creditor Advisors;

- (h) Attorneys, Professionals and Financial Advisors (Including Accountants and Investment Banks);
- (i) Significant Financial Institutions (Including Administrative Agents, Lenders and Equipment Financing);
- (j) Surety Issuers;
- (k) Surety Obligees;
- (l) Letter of Credit Beneficiaries;
- (m) Significant Taxing Authorities;
- (n) Royalty Contract Counterparties;
- (o) Regulatory Agencies;
- (p) Parties to Significant Litigation;
- (q) Significant Suppliers, Shippers, Warehousemen, and Vendors;
- (r) Insurers;
- (s) Insurance Brokers;
- (t) Bankruptcy Judges (Eastern District of Missouri);
- (u) First Lien Lenders;
- (v) Second Lien Lenders;
- (w) Top 50 Unsecured Creditors;
- (x) Utilities;
- (y) Significant Customers;
- (z) Significant Competitors; and
- (aa) Ordinary Course Professionals.

16. Paul, Weiss has searched its electronic database for its connections to the Potential Parties in Interest. The records upon which this investigation is based are maintained by Paul, Weiss in the ordinary course of business and are believed to be accurate. To the extent

that I become aware hereafter that any such records or other information contained herein is not accurate, I will promptly apprise the Court.

17. Based upon a review of the foregoing information, neither I, Paul, Weiss, nor any member of, counsel to, or associate of Paul, Weiss represents any entity other than the Debtors, as applicable, in connection with these chapter 11 cases. In addition, to the best of my knowledge after due inquiry, and except as otherwise disclosed herein, neither I, Paul, Weiss, nor any member of, counsel to, or associate of the Firm represents any party in interest in these chapter 11 cases in matters related to these chapter 11 cases.

18. Paul, Weiss, and the partners, counsel, and associates of Paul, Weiss, presently represent, may have represented in the past, and may represent in the future, entities (or affiliates of entities) that are claimants of and/or interest holders in the Debtors, and/or are parties in interest in these chapter 11 cases, in matters unrelated to these chapter 11 cases. To the best of my knowledge, all such parties are specifically described in this Declaration and/or listed on the schedule attached hereto as **Exhibit 2** (the “Disclosure Schedule”).<sup>3</sup> Based on my review of the Disclosure Schedule, to the best of my knowledge, Paul, Weiss does not hold or represent an interest adverse to the estates as a result of its representation of parties in interest in matters that are unrelated to these chapter 11 cases. Pursuant to section 327(c) of the Bankruptcy Code, Paul, Weiss is not disqualified from acting as the Debtors’ counsel merely because it represents certain of the Debtors’ creditors, equity security holders, or other entities that may be parties in interest in matters that are unrelated to the Debtors or these chapter 11

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<sup>3</sup> As referenced in the Disclosure Schedule, the term “current client” means an entity listed as a client, or related to a client, in Paul, Weiss’s conflicts search system where that matter was reported as open. As referenced in the Disclosure Statement, the term “former client” means any entity listed as a client, or related to a client, in the Paul, Weiss conflicts search system where the matter was reported as closed within the last two years. Whether an actual client relationship exists can only be determined by reference to the documents governing Paul, Weiss’s representation rather than its potential listing in Paul, Weiss’s conflicts search system. The list on **Exhibit 2**, generated by the conflicts search system, is over-inclusive for disclosure purposes.

cases. Other than as set forth below and on the Disclosure Schedule, Paul, Weiss has not represented, does not represent, and will not represent any of the Potential Parties in Interest in matters directly related to the Debtors or these chapter 11 cases.

19. The Disclosure Schedule identifies, among others, certain financial institutions and lenders of the Debtors. Paul, Weiss is a general purpose law firm that provides a full range of corporate, litigation, real estate, tax and bankruptcy services. Accordingly, Paul, Weiss provides regular outside counsel in a variety of matters to its clients, which have included or may currently or in the future include such parties. As noted above, Paul, Weiss will not represent any such parties in any matter relating to the chapter 11 cases or in connection with the Debtors. As such, I do not believe that Paul, Weiss's current or prior representations of such entities or their affiliates in unrelated matters preclude Paul, Weiss from being a disinterested party in these chapter 11 cases under the Bankruptcy Code.

20. Of the parties listed on Exhibit 2, only the following parties are entities or affiliates of entities that represented more than one percent of Paul, Weiss' fee receipts for the 12-month period ending on January 31, 2020: Citibank, N.A., Apollo Global Management LLC, and KKR & Co. L.P.

21. I joined Paul, Weiss in October 2017 from Kirkland & Ellis LLP. While at Kirkland, I represented Murray Energy Corporation, an affiliate of the Debtors. Robert Moore, the Debtors' President and Chief Executive Officer, is the Chief Executive Officer of Murray Energy Corporation. Both the Debtors and Murray Energy Corporation have consented to my representation of the Debtors in connection with these chapter 11 cases.

22. My wife, Stephanie Basta, is Chief People Officer at Prime Clerk LLC, the Debtors' noticing and claims agent. Ms. Basta's role at Prime Clerk is purely

administrative and, as such, she does not work on any of Prime Clerk's cases. No confidential details of Paul, Weiss's representation of the Debtors will be shared by Paul, Weiss with Prime Clerk or any other representatives of the Debtors.

23. The Debtors are also seeking to retain (among others): (i) Armstrong Teasdale LLP, as local bankruptcy counsel, who will also serve as conflicts counsel with respect to any matters in which Paul, Weiss has an actual or perceived conflict of interest; (ii) FTI Consulting, Inc., as financial advisor to the Debtors; (iii) Jefferies LLC, as investment banker to the Debtors; and (iv) Prime Clerk LLC, as claims and noticing agent and administrative advisor to the Debtors (collectively, the "Chapter 11 Professionals") to provide professional services in these chapter 11 cases. Paul, Weiss has worked with certain of the Chapter 11 Professionals in connection with preparation for the filing of these chapter 11 cases, and may have in the past worked for, with, or against the Chapter 11 Professionals in matters wholly unrelated to these chapter 11 cases.

24. To the best of my knowledge and insofar as I have been able to ascertain after due inquiry, except as set forth herein and in the Disclosure Schedule, neither Paul, Weiss nor any of its partners, counsel, or associates has any connection with the Debtors or their affiliates, the Debtors' creditors, any party in interest, or their respective attorneys or accountants, any person employed in the Office of the United States Trustee for Region 13 (the "U.S. Trustee"), any Bankruptcy Judge currently serving on the Court, or any clerk, deputy, or personnel working in the Court, except (i) to the extent any partner, counsel, or associate (a) may have appeared in the past and may appear in the future in cases where one or more of such parties may be involved; and (b) may have represented or may represent one or more of such parties in interest in matters unrelated to these chapter 11 cases.



25. In light of the extensive number of the Debtors' creditors and parties in interest and because definitive lists of all such creditors and other parties have not yet been obtained, neither I nor the Firm are able to conclusively identify all potential relationships at this time, and we reserve the right to supplement this disclosure as additional relationships come to our attention. To the extent that I become aware of any additional relationships that may be relevant to Paul, Weiss's representation of the Debtors, I will promptly file a supplemental declaration.

26. Based upon my review of all of Paul, Weiss's connections in these chapter 11 cases, I submit that Paul, Weiss is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that the Firm, its partners, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two (2) years before the date of the filing of the petitions, a director, officer, or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

27. Except as set forth above, to the best of my knowledge and insofar as I have been able to ascertain, neither Paul, Weiss nor any of its partners, counsel, or associates holds or represents any interest adverse to the Debtors or their estates in the matters upon which it is to be engaged.

#### **Coordination with Other Professionals**

28. As described above, the Debtors have submitted, or intend to submit, separate applications to retain the Chapter 11 Professionals. Paul, Weiss will work closely (to the extent appropriate) with all such professionals, in conjunction with the Debtors'

management, to carefully monitor and coordinate the efforts of all such professionals and will delineate their respective duties so as to prevent duplication of services whenever possible.

**Attorney Statement Pursuant to Fee Guidelines**

29. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Fee Guidelines.

**Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?**

Response: No.

**Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?**

Response: No.

**Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments or discounts offered during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.**

Response: Paul, Weiss's rates for timekeepers for its prepetition engagement on this matter was \$1,225 to \$1,650 per hour for partners; \$1,200 per hour for counsel; \$495 to \$1,110 per hour for staff attorneys and associates; and \$115 to \$380 per hour for paraprofessionals. Postpetition, Paul, Weiss has not adjusted its billing rates since the Debtors engaged Paul, Weiss as bankruptcy counsel.

**Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?**

Response: Paul, Weiss will be providing the Debtors with a prospective budget and staffing plan for the postpetition period.

30. The foregoing constitutes the statement of Paul, Weiss pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014 and 2016.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct to the best of my knowledge and belief.

Dated: March 10, 2020

/s/ Paul M. Basta  
Name: Paul M. Basta  
Title: Partner  
Paul, Weiss, Rifkind, Wharton & Garrison LLP

**Exhibit 1**

**Potential Parties in Interest List**

**POTENTIAL PARTIES IN INTEREST**

***Current Officers and Directors***

Robert Moore  
Nicholas Casey  
Jeremy Harrison  
Daniel Hermann  
Robert Murray  
Cody Nett  
Lesslie Ray  
Brian Sullivan

***Former Officers and Directors***

Rashda M. Buttar  
James T. Murphy  
Kevin T. Burns  
Paul Vining  
Anthony Webb

***Debtors***

Foresight Energy GP LLC  
Foresight Energy LP  
Foresight Energy LLC  
Foresight Coal Sales LLC  
Foresight Energy Employee Services Corporation  
Foresight Energy Finance Corporation  
Foresight Energy Labor LLC  
Foresight Energy Services LLC  
Foresight Receivables LLC  
Adena Resources, LLC  
Akin Energy LLC  
American Century Mineral LLC  
American Century Transport LLC  
Coal Field Construction Company LLC  
Coal Field Repair Services LLC  
Hillsboro Transport LLC  
LD Labor Company LLC  
Mach Mining, LLC  
Macoupin Energy LLC  
Maryan Mining LLC  
M-Class Mining, LLC  
Oeneus LLC  
Seneca Rebuild LLC  
Sitran LLC  
Sugar Camp Energy, LLC  
Williamson Energy, LLC  
Tanner Energy LLC  
Logan Mining LLC  
Viking Mining LLC

Hillsboro Energy LLC  
Patton Mining LLC

***Non-Debtor Affiliates***

Adena Minerals, L.L.C.  
AMCA Coal Leasing, Inc.  
AmCoal Holdings, Inc.  
American Compliance Coal, Inc.  
American Energy Corporation  
American Equipment & Machine, Inc.  
American Mine Services, Inc.  
American Natural Gas, Inc.  
AmericanHocking Energy, Inc.  
AmericanMountaineer Energy, Inc.  
AmericanMountaineer Properties, Inc.  
Anchor Longwall And Rebuild, Inc.  
Andalex Resources Management, Inc.  
Andalex Resources, Inc.  
Avonmore Rail Loading, Inc.  
Belmont Coal, Inc.  
Belmont County Broadcast Studio, Inc.  
Canterbury Coal Company  
CCC Land Resources LLC  
CCC RCPC LLC  
Central Ohio Coal Company  
Coal Resources Holdings Co.  
Coal Resources, Inc.  
Colt LLC  
Consolidated Land Company  
Consolidation Coal Company  
Corporate Aviation Services, Inc.  
Eighty-Four Mining Company  
Empire Dock, Inc.  
Energy Resources, Inc.  
Energy Transportation, Inc.  
Foresight Reserves LP  
Genwal Resources, Inc.  
Javelin Global Commodities (UK) LTD  
Javelin Global Commodities Holdings LLP  
Javelin Global Commodities Ltd.  
Javelin Investment Holdings LLC  
Javelin Management Services LLP  
Kanawha Transportation Center, Inc.  
KenAmerican Resources, Inc.  
Keystone Coal Mining Corporation  
LIQVIS  
Maple Creek Mining, Inc.  
Maple Creek Processing, Inc.

McElroy Coal Company  
Mill Creek Mining Company  
Mon River Towing, Inc.  
MonValley Transportation Center, Inc.  
Murray American Coal, Inc.  
Murray American Coal, INC.  
Murray American Energy, Inc.  
Murray American Kentucky Towing, Inc.  
Murray American Minerals, Inc.  
Murray American Resources, Inc.  
Murray American River Towing, Inc.  
Murray American Transportation, Inc.  
Murray Colombian Resources, LLC  
Murray Energy Holdings Co.  
Murray Equipment & Machine, Inc.  
Murray Global Commodities, Inc.  
Murray Kentucky Energy Services, Inc.  
Murray Kentucky Energy, Inc.  
Murray Keystone Processing, Inc.  
Murray South America, Inc.  
Murray Utah Energy Services, Inc.  
Ohio Energy Transportation, Inc.  
Ohio Valley Resources, Inc.  
OhioAmerican Energy, Incorporated  
Oneida Coal Company, Inc.  
PennAmerican Coal L.P.  
PennAmerican Coal, Inc.  
Pennsylvania Transloading, Inc.  
Pinski Corp.  
Pleasant Farms, Inc.  
Premium Coal, Inc.  
Ruger Coal Company, LLC  
Ruger, LLC  
Southern Ohio Coal Company  
Spring Church Coal Company  
Sunburst Resources, Inc.  
T D K Coal Sales, Incorporated  
The American Coal Sales Company  
The Franklin County Coal Company  
The Harrison County Coal Company  
The Marion County Coal Company  
The Marshall County Coal Company  
The Mclean County Coal Company  
The Meigs County Coal Company  
The Monongalia County Coal Company  
The Muhlenberg County Coal Company, LLC  
The Muskingum County Coal Company  
The Ohio County Coal Company  
The Ohio Valley Coal Company  
The Ohio Valley Transloading Company  
The Oklahoma Coal Company

The Washington County Coal Company  
The Western Kentucky Coal Company, LLC  
Twin Rivers Towing Company  
UMCO Energy, Inc.  
Uniper Commodities UK Limited  
Uniper SE  
UtahAmerican Energy, Inc.  
West Ridge Resources, Inc.  
West Virginia Resources, Inc.  
Western Kentucky Coal Resources, LLC  
Western Kentucky Consolidated Resources, LLC  
Western Kentucky Land Holding, LLC  
Western Kentucky Rail Loadout, LLC  
Western Kentucky Resources Financing, LLC  
Western Kentucky Resources, LLC  
Western Kentucky River Loadout, LLC

***Joint Ventures, Partnerships and Consortiums***

Foresight Reserves LP

***Five Percent and Greater Shareholders and Beneficial Owners***

Murray Energy Corporation  
Cline Trust Company, LLC  
Christopher Cline

***Creditor Advisors***

Lazard Asset Management  
Akin Gump Strauss Hauer & Feld LLP  
Milbank LLP  
Perella Weinberg Partners

***Attorneys, Professionals and Financial Advisors (Including Accountants and Investment Banks)***

Armstrong Teasdale LLP  
Jefferies Group LLC  
Paul, Weiss, Rifkind, Wharton & Garrison LLP

***Significant Financial Institutions (Including  
Administrative Agents, Lenders and Equipment  
Financing)***

Bank Of New York Mellon  
BB&T Equipment Finance Corporation  
Caterpillar Financial Services Corp  
CNB Bank & Trust  
De Lage Landen Financial Services  
FB Wealth Management  
First Southern Bank  
GE Capital  
Great America Financial Services  
HNB Equipment Finance  
Lord Securities Corporation  
Neopost USA Inc  
Pitney Bowes Global Financial  
PNC Bank, National Association  
PNC Equipment Finance LLC  
Ricoh USA Inc  
The Huntington National Bank  
US Bank Equipment Finance  
Wells Fargo Financial Leasing Inc  
Wells Fargo Vendor Financial  
Wilmington Trust, National Association  
Xerox Corporation

***Unions***

N/A

***Surety Issuers***

Argonaut Insurance Company

***Surety Obligees***

City of Hillsboro, Illinois  
East Fork Township, Illinois  
Illinois Department of Natural Resources  
Dept of the Army, St. Louis District Corps of  
Engineers  
Illinois Department of Natural Resources,  
Division of Oil and Gas  
Illinois Department of Transportation  
People of The State of Illinois  
County of Williamson, State of Illinois  
Eastern Township  
Hamilton County Highway Department  
Illinois Department of Natural Resources, Office  
of Mines and Minerals  
Illinois Environmental Protection Agency

Jeffrey Watkins And Katelynn Watkins

***Letter of Credit Beneficiaries***

Canadian National Railway  
Rockwood Casualty Insurance Co

***Significant Taxing Authorities***

Illinois Department of Revenue  
Indiana Department of Revenue  
Department of The Treasury  
Franklin County Treasurer  
Gallatin County Treasurer  
Gregory Fx Daly Collector (St Louis City)  
Hamilton County Tax Assessor  
Henderson County Sheriff  
Kentucky Dept of Revenue  
Kentucky State Treasurer  
Louisiana Dept of Revenue  
Macoupin County Sheriff  
Missouri Dept. of Revenue  
Montgomery County Treasurer  
Office of Surface Mining  
Posey County Treasurer  
Saline County Treasurer  
United States Treasury  
Williamson County Treasurer

***Royalty Contract Counterparties***

David C. Linn  
David L. Scott  
Donald E. Grant  
Donald J. Busch  
Donna S. Greener  
Dora C. Munter  
New River Royalty, LLC % Rob Boyd  
Robert S. Barrett  
Tennessee Valley Authority  
Mildred Coats  
Kristin Musgrave  
William C. Stutz  
Wendy L. McGill  
Ricky L. Ellis  
Rggs Land & Minerals, Ltd., L.P.  
Michael C. Barrett  
Michael L. & Debra E. Borecky  
Montgomery County  
Amanda & Andrew Wilson  
Amy Engstrom

Andrew Miller  
Ann E. Moody  
Betty Rueger  
Beverly Jones  
Billie L. Killam  
Bonnie Frost  
Bret D. & Michelle E. Webb  
Brian S. & Connie J. Magsig  
Carol Ann Roberts, Trustee of Roberts Trust  
Carolyn F. Moore  
City of Johnston City  
Danny R. & Colleen F. Harrelson  
David M. & Karen Y. Mandrell  
David R. Schlosser  
David Wayne Hayes  
Delbert & Carol L. Kern  
Dennis W. Miller Trustee Of Miller Trust  
Dorothy L. Slater  
Edward D. Kocher  
Eric Johnson  
First Baptist Church Of McLeansboro  
Gary F. Re  
Gary Lee & Brenda K. Hutchcraft  
Gerald E. Ellis  
Gloria M. Ellis  
Hawley H. Maclean  
Hod, LLC % Jay Perry  
Hurricane Creek Farms, INC.  
Mt Olive and Staunton Coal Company  
James & Lu Ann Anderson  
James T. Flannigan % David Flannigan Poa  
Jane W. Kuba  
Janet E. Leslie  
Janet Roberson  
Jason A. Barrett  
Joan Niehaus  
John B. Maclean  
John D. Mann  
John R. McGill  
John S. Leslie  
Judy Grebe  
June K. Behrends  
Karen S. Cardey-Harris  
Kenneth D. & Sheila K. Summers  
Kenneth R. & Jan Wheat  
Kevin Barrett  
Larry E. Taylor  
Liberty Land, LLC  
Linda L. Jeter  
Linda Webster  
Lindner Living Trust

Loren C. & Mildred Anderson  
Louise Biehl Aka Martha Biehl  
M. Lynne Maclean  
Marshall G. Hayes, Jr.  
Mary S. Zimmerman  
Matther E. Kocher  
Maurice Ellis  
Micah & Marietta Miller  
Michael G. Maclean  
Mike Buntin  
Morris & Karan Clark  
Paul & Judy Maurer  
Phillip E. Ellis  
Phyllis Bretsch  
Randy L. & Rebecca A. Wright  
Randy W. Ellis  
Reginal W. Barrett  
Rhanda R. Ellis  
Robert Buntin  
Robert M. & Patricia A. Miller  
Rory M. Maclean  
Rosenburg Farms INC % Harry Rosenburg  
Ruby Grebe  
Sally J. Johnson  
Sheila Breslich  
Shelley Hayes-Hueber  
Stephan P. & Stefani R. Miller  
Stephen R. Maclean  
Tonya Bledsoe Vanfossen  
Vicki D. McGill  
Virginia T. Hills  
Walter J. & Phyllis A. Jagiello  
William B. Johnson  
US Steel

***Regulatory Agencies (e.g., Department of  
Interior, Mine Safety Administration, OSHA,  
and State and Local Regulators)***

Illinois Department of Transportation  
Illinois Environmental Protection Agency  
Indiana Department of Environmental  
Management  
Montgomery County Water Authority  
U.S. Department of Labor Mine Safety and  
Health Administration  
United States Army Corps of Engineers  
United States Department of The Interior  
United States Environmental Protection Agency  
Williamson County



***Parties to Significant Litigation***

Fletcher Brimer  
Andrea Bruington  
Danielle Clark  
Carrie Cox  
Kirby Crabtree  
Federal Insurance Company  
Tina Franklin  
James Gass  
Marjorie Harris  
Dwight Jackson  
Karenn Jones  
David Lee Bishop II  
Cory Leitschuh  
Justin Lindsay  
Jonathan Lintner  
Tye Malone  
Ricky L. McDaniel  
Arleen Meracle  
Reba Mitchell  
Mitchell/Roberts Partnership  
Jamie L. Moles  
Terra Payne  
Shawn Rorer  
Steven D. Sniderwin  
The Estate of Russel J. Inman  
Justin Walker  
Jeffrey Watkins  
Robert Yeske

***Significant Suppliers, Shippers,  
Warehousemen, and Vendors***

BNSF Railway Company  
Jabo Supply Corporation  
K & E Technical INC  
Maka Excavating INC  
Norfolk Southern Railway Company  
Raben Tire Company

***Insurers***

Ace American Insurance Company  
Allianz Global Corporate & Specialty  
Allied World Assurance Company Holdings,  
Ltd  
American International Group  
Amtrust Financial  
Apollo Insurance  
Aspen Insurance Holdings Limited

Axis Capital  
Beazley PLC  
Brit Insurance US  
CNA Financial  
Continental Casualty Insurance Company  
Continental Insurance Co  
Endurance American Insurance Co.  
Evanston Insurance Co  
Houston International Insurance Group  
Illinois National Insurance Co  
Lexington Insurance Company  
Liberty Mutual  
Liberty Specialty Markets Bermuda Limited.  
Lloyd's of London  
Markel International Ltd  
MS Amlin  
National Union Fire Insurance Co of Pittsburgh  
PA  
Navigators Insurance Co.  
Oil Casualty Insurance, Ltd.  
RSUI Indemnity  
Sompo International Insurance  
Starr Surplus Lines Insurance Company  
Starstone Specialty Insurance Co.  
The Insurance Company of the State of  
Pennsylvania  
The Travelers Indemnity Company  
Twin City Fire Insurance Company  
United States Fire Insurance Co.  
US Aircraft Insurance Group  
Water Quality Insurance Syndicate  
XI Specialty Insurance Company  
Zurich Insurance Group

***Insurance Brokers***

AON Risk Services Central Inc  
The Reschini Group  
United States Trustee's Office

***Bankruptcy Judges (Eastern District of  
Missouri)***

***IL Lender***

AIG SENIOR FLOAT RATE  
AMERICAN HONDA MASTER RETIRE  
ASSURANT CLO I LTD  
ASSURANT CLO II LTD  
ASSURANT CLO III LTD

ASSURANT CLO IV LTD  
B&M CLO 2014-1 LTD  
BANK OF AMERICA N.A  
BARCLAYS BANK PLC NY  
BDCA-CB FUNDING  
BEN ST PTR SNR SEC MST NON US  
BEN ST PTR SNR SEC U MF NON US  
BEN ST PTRS CAP OPP FD LP  
BEN ST PTRS SEN SEC OPP FD LP  
BENEFIT SRTEET PTRS CLO V-B  
BENEFIT ST PARTNERS CLO VII  
BENEFIT STREET PARTNERS SMA LM  
BENEFIT STREET PARTNERS SMA-K  
BENEFIT STREET PTNRS CLO I  
BENEFIT STREET PTNRS CLO II  
BENEFIT STREET PTNRS CLO III  
BENEFIT STREET PTNRS CLO IV  
BENEFIT STREET PTNRS CLO IX  
BENEFIT STREET PTNRS CLO VI  
BENEFIT STREET PTNRS CLO VIII  
BENEFIT STREET PTNRS CLO X  
BENEFIT STREET PTNRS CLO XI  
BENEFIT STREET PTNRS CLO XII  
BENEFIT STREET PTNRS CLO XIV  
BENEFIT STREET PTNRS CLO XV  
BENEFIT STREET PTRS CLO XVI  
BLACK DIAMOND CLO 2013-1 LTD  
BLACK DIAMOND CLO 2014-1 LTD  
BLUEMOUNTAIN CLO 2013-1 LTD  
BLUEMOUNTAIN CLO 2014-2 LTD  
BLUEMOUNTAIN CLO 2015-1 LTD  
BLUEMOUNTAIN CLO 2015-2 LTD  
BLUEMOUNTAIN CLO 2015-3 LTD  
BLUEMOUNTAIN CLO 2015-4 LTD  
BLUEMOUNTAIN CLO 2016-1 LTD  
BLUEMOUNTAIN CLO 2016-3 LTD  
BLUEMOUNTAIN CLO 2018-1  
BLUEMOUNTAIN CLO 2018-2 LTD  
BLUEMOUNTAIN CLO 2018-3 LTD  
BLUEMOUNTAIN FUJI US CLO II  
British Coal Staff Superannuation Scheme  
BSP SPECIAL SITUATIONS MST A  
CENT CLO 19 LIMITED  
CENT CLO 21 LIMITED  
CENT CLO 24 LIMITED  
CHUBB BERMUDA INSURANCE LTD  
CHUBB TEMPEST REINSURANCE LTD  
CITI LOAN FUNDING CHELT  
CITY OF PHOENIX EMP RET PLAN  
CLINE RESOURCE AND DEV COMPANY  
COLUMBIA CENT CLO 27 LTD

COLUMBIA CENT CLO 28 LIMITED  
COLUMBIA FLOATING RATE FUND  
CORBIN ERISA OPPORTUNITY FUND  
CORBIN OPPORTUNITY FUND LP  
CORPORATE CAPITAL TRUST II  
CREDIT SUISSE LOAN FUNDING  
CVP CASCADE CLO-2 LTD.  
CVP CASCADE CLO-I LTD.  
CVP CLO 2017-1 LTD  
CVP CLO 2017-2 LTD  
DDJ CAP MAN GP TRUST-HYF 2017  
DESTINATIONS CORE FIXED INC FD  
DEUTSCHE BANK AG CAYMAN ISLAND  
DOUBLELINE CORE FIXED INCOME  
DOUBLELINE FLEXIBLE INC FD  
DOUBLELINE FLOATING RATE FUND  
DOUBLELINE INCOME SOLUTIONS FD  
DOUBLELINE OPP INC MASTER FUND  
DOUBLELINE OPPORTUNISTIC CR FD  
DOUBLELINE SHILLER ENHANCED  
ELLINGTON CLO I  
ELLINGTON CLO II LTD  
ELLINGTON CLO III LTD  
ELLINGTON CLO IV LTD  
FRANKLIN LTD DURATION INC TST  
FS INVESTMENT CORPORATION II  
FS INVESTMENT CORPORATION III  
FS MULTI ALTERNATIVE INCOME FD  
GENERAL ORG FOR SOCIAL INS  
GN3 SIP LIMITED  
GOLDENTREE 2004 TRUST  
GOLDENTREE CREDIT OPPS 2012-1  
GOLDENTREE LOAN MGMT US CLO 2  
GOLDENTREE LOAN MGMT US CLO 4  
GOLDENTREE LOAN MGMT US CLO I  
GOLDENTREE LOAN MGT US CLO 3  
GOLDENTREE LOAN OPPS IX LTD  
GOLDENTREE LOAN OPPS X LTD  
GOLDENTREE LOAN OPPS XI LTD  
GOLDENTREE LOAN OPPS XII LTD  
GOLDMAN SACHS LENDING PTNRS  
GT LOAN FINANCING I LTD  
GT NM LP  
GTAM 110 DAC  
HARTFORD TOTAL RETURN BOND ETF  
HARTFORD TOTAL RETURN BOND HLS  
HEALTH NET OF CALIFORNIA INC  
HIGH YIELD AND BANK LOAN SERIE  
HYFI AQUAMARINE LOAN FUND  
IVY APOLLO MULTI-ASSET INCOME  
IVY APOLLO STRATEGIC INCOME FD

IVY HIGH INCOME FUND  
IVY HIGH INCOME OPPORTUNITIES  
IVY VIP HIGH INCOME  
JNL/DOUBLELINE CORE FIXED INC  
JNL/DOUBLELINESHILLER ENHANCED  
JNL/FPA+DOUBLELINE FLEX ALL FD  
JOHN HANCOCK VARIABLE INS TST  
KKR BESPOKE GLO CR OPP IRELAND  
KKR CLO 10 LTD  
KKR CLO 11 LTD  
KKR CLO 12 LTD  
KKR CLO 13 LTD  
KKR CLO 14 LTD  
KKR CLO 15 LTD  
KKR CLO 16 LTD  
KKR CLO 17 LTD  
KKR CLO 18 LTD  
KKR CLO 19 LTD  
KKR CLO 20 LTD  
KKR CLO 21 LTD  
KKR CLO 22 LTD  
KKR CLO 23 LTD  
KKR CLO 24 LTD  
KKR CLO 25 LTD  
KKR CLO 9 LTD  
KKR DAF GL OPP CR FD DAC  
KKR FINANCIAL CLO 2013-1 LTD  
KKR GLOBAL CR OPPS MASTER FUND  
KKR INCOME OPPS FUND  
KKR JP LOAN FD B 2018  
KKR SENIOR FLT RATE INC FUND  
LANDMARK WALL SMA SPV LP  
LOUISIANA STATE EMP GLDN TREE  
MARATHON CLO IX LTD  
MARATHON CLO V LTD  
MARATHON CLO VI, LTD  
MARATHON CLO VII, LTD  
MARATHON CLO VIII, LTD  
MARATHON CLO X LTD  
MARATHON CLO XI LTD  
MEADOWVEST FUNDING  
METROPOLITAN SERIES FUND - MET  
MIDTOWN ACQUISITIONS L.P.  
MINEWORKERS PENSION SCHEME  
NEWSTAR EXETER FUND CLO  
NEWSTAR FAIRFIELD FUND CLO LTD  
NTCC HIGH YIELD BOND FUND  
OAKTREE CLO 2014-1 LTD.  
OAKTREE CLO 2015-1 LTD  
OAKTREE CLO 2018-1 LTD  
OAKTREE CLO 2019-1 LTD

OAKTREE CLO 2019-2 LTD  
OAKTREE EIF III SERIES I, LTD  
OAKTREE EIF III SERIES II  
OAKTREE SENIOR LOAN FUND  
OREGON PUBLIC EMPL RETIREMENT  
PARALLEL 2015-1 LTD  
PARALLEL 2017-1 LTD  
PARALLEL 2018-1 LTD  
PARALLEL 2018-2 LTD  
PARALLEL 2019-1 LTD  
QUAMVIS SCA SICAV-FIS: CMAB  
SAEV MASTERFONDS WELLINGTON GL  
SAFETY INSURANCE COMPANY  
SAN BERNARDINO COUNTY EMPLOYEE  
SEASONS SERIES TRUST-SA MULTI  
SEI ENERGY DEBT FUND, LP  
SEI GLOBAL MST FD-HIGH YIELD  
SEI INS MAN TST - HIGH YIELD  
SEI INST INVS TST - HIGH YIELD  
SHRINERS HOSPITALS FOR CHILDRE  
TACTICAL VALUE SPN-GLOBAL CR  
THE CLINE TRUST COMPANY  
THE HARTFORD FLOAT RATE FUND  
THE HARTFORD FLOAT RATE HIGH  
THE HARTFORD STRATEGIC INC FD  
THE HARTFORD TOTAL RETURN BOND  
THE MANGROVE PARTNERS MST FD  
TICP CLO VI 2016-2 FUNDING LTD  
TREASURY OF THE STATE OF NORTH  
CAROLINA  
US HIGH YIELD BOND FUND  
VENTURE 28A CLO LIMITED  
VENTURE 35 CLO LIMITED  
VENTURE 36 CLO  
VENTURE XII CLO LIMITED  
VENTURE XIII CLO LIMITED  
VENTURE XIV CLO LIMITED  
VENTURE XIX CLO LIMITED  
VENTURE XV CLO LIMITED  
VENTURE XVI CLO LIMITED  
VENTURE XVII CLO LIMITED  
VENTURE XVIII CLO LIMITED  
VENTURE XX CLO LIMITED  
VENTURE XXI CLO LIMITED  
VENTURE XXII CLO LIMITED  
VENTURE XXIII CLO LIMITED  
VENTURE XXIV CLO LIMITED  
VENTURE XXIX CLO LIMITED  
VENTURE XXV CLO LIMITED  
VENTURE XXVI CLO LIMITED  
VENTURE XXVII CLO LIMITED

VENTURE XXVIII CLO  
WADDELL & REED FINANCIAL  
WCF MUTUAL INSURANCE COMPANY  
WELLINGTON MULTI-SECTOR CR FD  
WELLINGTON TS CO MULSEC CRD II  
WELLINGTON TST CO NAMCIF TSTII  
WELLINGTON TST CO NAMCTFT CBP  
WELLINGTON TST CO NAMCTFT OFIA  
WELLINGTON TST CO NAMCTFT OISB  
WELLINGTON TST CO NAMCTFT UNFI  
WELLINGTON WORLD BOND FUND  
WMC LOAN FUND 2018  
ZAIS CLO 1 LTD  
ZAIS CLO 11 LTD  
ZAIS CLO 13 LTD  
ZAIS CLO 2 LTD  
ZAIS CLO 3 LTD  
ZAIS CLO 5 LTD  
ZAIS CLO 6 LTD  
ZAIS CLO 7 LTD  
ZAIS CLO 8 LIMITED  
ZAIS CLO 9 LTD

***2L Lenders***

Bank Of America Merrill Lynch  
Bank Vontobel AG (Asset Management)  
Blackrock Advisors, LLC  
Davidson Kempner Capital Management, L.P.  
DDJ Capital Management, LLC  
Doubleline Capital, L.P.  
Dynagest S.A.  
Euroclear Bank  
Flow Traders U.S., LLC  
Foxhill Capital Partners, LLC  
Garland Business Corp  
Goldentree Asset Management, L.P. (U.S.)  
HSBC Bank USA, N.A. (Private Banking)  
Hutch Capital Management LLC  
KKR Credit Advisors (US), LLC  
Mellon Investments Corporation  
Northern Trust Investments, INC.  
Robeco Institutional Asset Management Bv  
Seix Investment Advisors, LLC  
State Street Global Advisors (SSGA)  
The Cline Group  
Thunderwood Capital, LLC  
Wellington Management Company, LLP  
Wells Fargo Securities, LLC

***Top 50 Unsecured Creditors***

Bankdirect Capital Finance  
Buchanan Pump Service  
C & C Pumps & Supply INC  
Conn-Weld Industries INC  
Date Mining Supply LLC  
Evansville Western Railway INC  
Fabick Mining INC  
Flanders Electric Motor Service  
Fuchs Lubricants Co  
H. Drexel Short  
Heritage Cooperative INC  
Ingram Barge Company  
International Belt Sales LLC  
Jennchem Mid-West  
Jennmar Of West Kentucky INC  
Jennmar Sanshell Products INC  
Jennmar Services  
JM Conveyors, LLC  
John Fabick Tractor Company  
Joy Global Conveyors INC  
Joy Global Underground Mining LLC  
Mayo Manufacturing Co INC  
MCA Administrators INC  
Miller Contracting Services  
Mine Supply Company  
Motion Industries  
Oak Hill Contractors  
Polydeck Screen Corporation  
R M Wilson Co INC  
Raven Energy LLC  
RGGS Land & Minerals  
Seetech LLC  
SNF Mining INC  
State Electric Supply Co  
Swanson Industries  
United Central Industrial Supply  
US United Bulk Terminal  
Wallace Electrical Systems LLC  
Wallace Industrial LLC  
WPP LLC  
Xylem Dewatering Solutions INC

***Utilities***

Akin Water District  
Ameren Illinois  
AT&T  
AT&T Teleconference Services  
Bulldog Systems INC  
Centurylink  
Charter Communications

CMC Rural Water District  
ConferTel  
Consolidated Communications  
Corinth Water District  
CWI Of Illinois #732  
DC Waste & Recycling INC  
Flowers Sanitation Service  
Frontier Communications  
Futiva LLC  
Hamilton County Water  
Hostway Billing Center  
Level 3 Financing INC  
MJM Electric Cooperative INC  
Rend Lake Conservancy District  
Sit-Co LLC  
Southeastern Illinois Electric  
Vectren Energy Delivery  
Verizon Wireless  
Wayne-White Counties Electric  
Windstream Communications

***Significant Customers***

Archer Daniels Midland Company  
Big Rivers Electric Corporation  
Cemex Southeast, LLC  
City of Lakeland  
Duke Energy Indiana, INC.  
Duke Energy Kentucky, INC.  
Duke Energy Progress  
Dynergy Commercial Asset Management, LLC  
East Kentucky Power Cooperative, INC.  
Georgia Power Company  
Gulf Power Company  
Louisville Gas & Electric Company  
Orlando Utilities Commission  
South Carolina Public Service Authority  
Southern Illinois Power Cooperative  
Tampa Electric Company  
The American Coal Company

***Significant Competitors***

Alliance Resource Partners, L.P.  
Arch Coal  
Cloud Peak Energy Inc.  
Consol Energy Inc.  
Contura Energy  
Hallador Energy Company  
Knight Hawk Coal LLC  
Peabody Energy  
Sunrise Coal LLC

***Unsecured Creditors' Committee***

TBD

***Ordinary Course Professionals***

Benesch, Friedlander, Coplan And Aronoff LLP  
Bingham Greenebaum Doll LLP  
Black Ballard McDonald PC  
Ciuni & Panichi  
Corporate Service Company  
Dinsmore and Shohl LLP  
Ernst & Young LLP  
Greensfelder, Hemker & Gale, P.C.  
Hardy Pence PLLC  
Heyl, Royster  
Kupiec & Martine, LLC  
Ogletree Deakins Nash  
Pillsbury Winthrop Shaw Pittman LLP  
Polsinelli PC  
Pricewaterhousecoopers LLP  
Protiviti INC  
Sandberg Phoenix & Von Gontard PC  
Shands, Elbert, Gianoulakis & Giljum, LLP  
Swanson Martin & Bell LLP  
The Brennan Group, LLC  
Wilson Elser Moskowitz Edelman & Dicker  
LLP

**Exhibit 2**

**Disclosure Schedule**

Matched Entity	Relationship To Debtors	Relationship to Paul Weiss <sup>1</sup>
Ace American Insurance Company	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
AIG Senior Float Rate	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Allianz Global Corporate & Specialty	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
American International Group	Debtors' Insurer	Current Client
Amtrust Financial	Debtors' Insurer	Current Client
AON Risk Services Central Inc.	Debtors' Insurance Broker	Subsidiary or Affiliate of a Current Client
Apollo Insurance	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Argonaut Insurance Company	Debtors' Surety Issuer	Subsidiary or Affiliate of a Current Client
Aspen Specialty Insurance Company	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
AT&T	Debtors' Utility	Subsidiary or Affiliate of a Current Client
AT&T Teleconference Services	Debtors' Utility	Subsidiary or Affiliate of a Current Client
Axis Capital	Debtors' Insurer	Subsidiary or Affiliate of a Former Client

<sup>1</sup> The term "current client" means an entity listed as a client, or related to a client, in Paul, Weiss's conflicts search system where that matter is reported as open. The term "former client" means any entity listed as a client, or related to a client, in the Paul, Weiss conflicts search system where the matter is reported as closed within the last three (3) years. Whether an actual client relationship exists can only be determined by reference to the documents governing Paul, Weiss's representation rather than its potential listing in Paul, Weiss's conflicts search system. The following table of entities, generated by the conflicts search system, is overinclusive for disclosure purposes.



Bank of America Merrill Lynch	Debtors' 1L Lender, Debtors' 2L Bondholder	Current Client
Bank of New York Mellon	Debtors' Significant Financial Institution	Current Client
Barclays Bank	Debtors' 1L Lender	Current Client
BB&T Equipment Finance Corporation	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Former Client
Beazley PLC	Debtors' Insurer	Former Client
Benefit Street Partners Funds <sup>2</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Current Client
BlackRock Advisors LLC	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Current Client
BlueMountain Funds <sup>3</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Current Client
CNA Financial	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Caterpillar Financial Services Corp.	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Former Client
CenturyLink	Debtors' Utility	Former Client
Charter Communications	Debtor' Utility	Current Client

<sup>2</sup> The Benefit Street Partners Funds: BDCA-CB Funding LLC, Benefit Street Partners Senior Secured Mst Non US, Benefit Street Partners Senior Secured U Master Fund Non US, Benefit Street Partners Capital Opportunity Fund LP, Benefit Street Partners Senior Secured Opportunity Fund LP, Benefit Street Partners CLO V-B, Benefit Street Partners CLO VII, Benefit Street Partners SMA LM, Benefit Street Partners SMA-K, Benefit Street Partners CLO I, Benefit Street Partners CLO II, Benefit Street CLO III, Benefit Street Partners CLO IV, Benefit Street Partners CLO IX, Benefit Street Partners VI, Benefit Street Partners CLO VII, Benefit Street Partners CLO X, Benefit Street Partners CLO XI, Benefit Street Partners CLO XII, Benefit Street Partners CLO XIV, Benefit Street Partners XV, Benefit Street Partners XVI, BSP Special Situations MST A and Landmark Wall SMA SPV LP. None of these funds are current or former clients. Each of these funds would be classified as Subsidiaries or Affiliates of a Former Client.

<sup>3</sup> The BlueMountain Funds include: BlueMountain CLO 2013-1 Ltd, BlueMountain CLO 2014-1 Ltd, BlueMountain CLO 2015-1 Ltd, BlueMountain CLO 2015-2, BlueMountain CLO 2015-3 Ltd, BlueMountain CLO 2015-4 Ltd, BlueMountain CLO 2016-1 Ltd., BlueMountain CLO 2016-3 Ltd, BlueMountain CLO 2018-1 Ltd, BlueMountain CLO 2018-2 Ltd, BlueMountain CLO 2018-3 Ltd and BlueMountain Fuji US CLO II. None of these funds are current or former clients of the firm. Each of these funds would be classified as Subsidiaries or Affiliates of a Current Client.



Chubb Bermuda Insurance Ltd	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Chubb Tempest Reinsurance Ltd	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Citi Loan Funding Chelt LLC	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Continental Casualty Insurance Company	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Continental Insurance	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Contura Energy	Debtors' Significant Competitor	Former Client
Credit Suisse Loan Funding LLC	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Davidson Kempner Capital Management LP	Debtors' 2L Bondholder	Current Client
De Lage Landen Financial Services	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Former Client
Deutsche Bank AG Cayman Island	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Doubleline Capital LP	Debtors' 2L Bondholder	Former Client
Doubleline Funds <sup>4</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Former Client
Dynegy Commercial Asset Management LLC	Debtors' Significant Customer	Subsidiary or Affiliate of a Current Client
Ellington Funds <sup>5</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of

<sup>4</sup> The Doubleline Funds include: Doubleline Core Fixed Income, Doubleline Flexible Inc. Fund, Doubleline Floating Rate Fund, Doubleline Income Solutions Fund, Doubleline Opportunity Inc Master Fund, Doubleline Opportunistic Credit Fund, Doubleline Shiller Enhanced, Parallel 2015-1 Ltd, Parallel 2017-1 Ltd, Parallel 2018-1 Ltd, Parallel 2018-2 Ltd and Parallel 2019-1 Ltd. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Former Client.

<sup>5</sup> The Ellington Funds include: Ellington CLO I Ltd, Ellington CLO II Ltd, Ellington CLO III Ltd and Ellington CLO IV Ltd. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Former Client.

		a Former Client
Endurance American Insurance Co.	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
Ernst & Young LLP	Debtors' Ordinary Course Professional	Former Client
Evanston Insurance Co.	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
Evansville Western Railway Inc.	Debtors' Top 50 Unsecured Creditor	Subsidiary or Affiliate of a Former Client
Federal Insurance Company	Debtors' Party to Significant Litigation	Subsidiary or Affiliate of a Current Client
Foresight Energy <sup>6</sup>	Debtors' Debtor Affiliate	Current Client
Foxhill Capital Partners	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Former Client
GE Capital	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
Goldentree Asset Management LP	Debtors' 2L Bondholder	Current Client
Goldentree Funds <sup>7</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Current Client
Goldman Sachs Lending Partners	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Gulf Power Company	Debtors' Significant Customer	Subsidiary or Affiliate of a Former Client

<sup>6</sup> The other Debtor Affiliates, except Murray Energy, and Non-Debtor Affiliates, except Javelin Global Commodities, were not included in the list since they were not a client or former client of the firm. However each would be characterized as Subsidiaries of Affiliate of our Current Client, Foresight Energy.

<sup>7</sup> The Goldentree Funds Include: GN3 SIP Limited, Goldentree 2004 Trust, Goldentree Credit Opps 2012-1, Goldentree Loan Management US CLO 2, Goldentree Loan Management US CLO 4, Goldentree Loan Management US CLO 1, Goldentree Loan OPPS IX Ltd, Goldentree Loan Opps X Ltd, Goldentree Loan Opps XI Ltd, Goldentree Loan Opps XII Ltd, GT Loan Financing 1 Ltd, GTAM 11 DAC and GT NM LP. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Current Client.

HSBC Bank N.A.	Debtors' 2L Bondholder	Current Client
Ivy Apollo Multi-Asset Income Fund	Debtors' 1L Lender	Current Client
Ivy Apollo Strategic Income Fund	Debtors' 1L Lender	Current Client
Ivy High Income Fund	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Ivy High Income Opportunities Fund	Debtors' 1L Lender	Former Client
Ivy VIP High Income	Debtors' 1L Lender	Former Client
JNL/DoubleLine Funds <sup>8</sup>	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
John Hancock Variable Insurance Trust	Debtors' 1L Lender	Subsidiary or Affiliate of a Former Client
KKR Credit Advisors	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Current Client
KKR Funds <sup>9</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Current Client
Lazard Asset Management	Creditor Advisor	Current Client
Lexington Insurance Company	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Liberty Mutual	Debtors' Insurer	Former Client
Mangrove Partners Master	Debtors' 1L Lender	Subsidiary or Affiliate of a

<sup>8</sup> The JNL/Doubleline Funds include: JNL/Doubleline Core Fixed Income Fund, JNL/Doubleline Shiller Enhanced Cape Fund and JNL/FPA+Doubleline Flexible Allocation Fund. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Current Client.

<sup>9</sup> The KKR Funds include: Corporate Capital Trust II, FS Investment Corporation II, FS Investment Corporation III, KKR CLO 9 Ltd, KKR CLO 10 Ltd, KKR CLO 11 Ltd, KKR CLO 12 Ltd, KKR CLO 13 Ltd, KKR CLO 14 Ltd, KKR CLO 15 Ltd, KKR CLO 16 Ltd, KKR CLO 17 Ltd, KKR CLO 18 Ltd, KKR CLO 19 Ltd, KKR CLO 20 Ltd, KKR CLO 21 Ltd, KKR CLO 22 Ltd, KKR CLO 23 Ltd, KKR CLO 24 Ltd, KKR CLO 25 Ltd, KKR DAF Global Opportunistic Credit Fund DAC, KKR Financial CLO 2013-1 Ltd, KKR Global Credit Opportunities Master Fund, KKR Income Opportunities Fund, KKR JP Loan Fund B 2018, KKR Senior Floating Rate Income Fund, and Tactical Value SPN Global Credit. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Current Client.

Fund		Former Client
Marathon Funds <sup>10</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Former Client
Markel International	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
Mellon Investments Corporation	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Current Client
Metropolitan Series Fund - MET	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Midtown Acquisitions LP	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Motion Industries	Debtors' Top 50 Unsecured Creditor	Subsidiary or Affiliate of a Former Client
MS Amlin	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
Murray Energy Corporation	Debtors' Five Percent or Greater Shareholder and Beneficial Owner, Debtors' Non-Debtor Affiliate	Subsidiary or Affiliate of a Current Client
National Union Fire Insurance Co. of Pittsburgh	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
New River Royalty LLC	Debtors' Royalty Contract Counterparty	Subsidiary or Affiliate of a Current Client
Northern Trust Investments Inc.	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Current Client
NTCC High Yield Bond Fund	Debtors' 1L Lender	Subsidiary or Affiliate of a Former Client
Oaktree Funds <sup>11</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of

<sup>10</sup> The Marathon Funds include: Marathon CLO IX Ltd, Marathon CLO V Ltd, Marathon CLO VI Ltd, Marathon CLO VII Ltd, Marathon CLO VIII Ltd, Marathon CLO X Ltd and Marathon CLO XI Ltd. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Former Client.

		a Current Client
Oil Casualty Insurance Ltd.	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
People of the State of Illinois	Debtors' Surety Obligee	Former Client
Perella Weinberg Partners	Creditor Advisor	Current Client
PNC Bank National Association	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
Raben Tire Company	Debtors' Significant Suppliers, Shippers, Warehousemen and Vendors	Subsidiary or Affiliate of a Current Client
Robeco Institutional Asset Management Co.	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Current Client
Rockwood Casualty Insurance Co.	Debtors' Letter of Credit Beneficiary	Subsidiary or Affiliate of a Current Client
Seasons Series Trust- SA Multi	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Seix Investment Advisors LLC	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Former Client
Sompo International Insurance	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
State Street Global Advisors	Debtors' 2L Bondholder	Subsidiary or Affiliate of a Former Client
Swanson Industries	Debtors' Top 50 Unsecured Creditor	Subsidiary or Affiliate of a Current Client
The Insurance Company of the State of Pennsylvania	Debtors' Insurer	Subsidiary or Affiliate of a Current Client

<sup>11</sup> The Oaktree Funds include: Oaktree CLO 2014-1 Ltd, Oaktree CLO 2015-1 Ltd, Oaktree CLO 2018-1Ltd, Oaktree CLO 2019-1 Ltd, Oaktree CLO 2019-2 Ltd, Oaktree EIR III Series I Ltd, Oaktree EIF III Series II Ltd and Oaktree Senior Loan Fund. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Current Client.

TICP CLO VI 2016-2 Funding Ltd	Debtors' 1L Lender	Subsidiary or Affiliate of a Current Client
Twin City Fire Insurance	Debtors' Insurer	Subsidiary or Affiliate of a Former Client
United States Treasury	Debtors' Significant Taxing Authority	Former Client
US Bank Equipment Finance	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
Vectren Energy Delivery	Debtors' Utility	Subsidiary or Affiliate of a Former Client
Verizon Wireless	Debtors' Utility	Current Client
Waddell & Reed Financial	Debtors' 1L Lender	Former Client
Wellington Funds <sup>12</sup>	Debtors' 1L Lender	Subsidiaries or Affiliates of a Former Client
Wellington Management Company LLP	Debtors' 2L Bondholder	Former Client
Wells Fargo Financial Leasing Inc.	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
Wells Fargo Securities LLC	Debtors' 2L Bondholder	Current Client
Wells Fargo Vendor Financial	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
Wilmington Trust National Association	Debtors' Significant Financial Institution	Current Client
WMC Loan Fund 2018	Debtors' 1L Lender	Subsidiary or Affiliate of a

<sup>12</sup> The Wellington Funds include: SAEV Masterfunds Wellington Global High Yield, Wellington Multi-Sector Credit Fund, Wellington Trust Company Multi-Sector Credit Fund II, Wellington Trust Company National Association Multiple Collective Investment Fund Trust II, Wellington Trust Company National Association Multiple Collective Trust Fund CBP, Wellington Trust Company National Association Multiple Collective Trust OFIA, Wellington Trust Company National Association Multiple Collective Opportunistic FI Allocation Fund, Wellington Trust Company National Association Multiple Collective Trust Fund OISB, Wellington Trust Company National Association Collective Trust Fund UNFI and Wellington World Bond Fund. None of these funds are current or former clients of the firm. Each would be classified as a Subsidiary or Affiliate of a Former Client.

		Current Client
Xerox Corporation	Debtors' Significant Financial Institution	Subsidiary or Affiliate of a Current Client
XL Specialty Insurance Company	Debtors' Insurer	Subsidiary or Affiliate of a Current Client
Zurich Insurance Group	Debtors' Insurer	Subsidiary or Affiliate of a Current Client

**Exhibit B**

**Moore Declaration**



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: ) Chapter 11  
)  
FORESIGHT ENERGY LP, *et al.*, ) Case No. 20-41308-659  
)  
Debtors.<sup>1</sup> ) (Jointly Administered)  
)

**DECLARATION OF ROBERT D. MOORE IN SUPPORT OF THE DEBTORS’  
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
AS ATTORNEYS FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Robert D. Moore, do hereby declare, under penalty of perjury, that:

1. I am the President and Chief Executive Officer of Foresight Energy LP located at One Metropolitan Square, 211 North Broadway, Suite 2600, St. Louis, Missouri 63102.

2. I submit this declaration (the “Declaration”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Paul, Weiss, Rifkind, Wharton & Garrison LLP as Attorneys for the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date* (the “Application”).<sup>2</sup> Except as otherwise indicated herein, the

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<sup>1</sup> The Debtors in these cases are each incorporated or organized in the state of Delaware, and along with the last four digits of each Debtor’s federal tax identification number (or SEC filing number if unavailable), are: Foresight Energy LP (8894); Foresight Energy GP LLC (8332); Foresight Energy LLC (7685); Foresight Energy Employee Services Corporation (7023); Foresight Energy Services LLC (6204); Foresight Receivables LLC (2250); Sugar Camp Energy, LLC (8049); Macoupin Energy LLC (9005); Williamson Energy, LLC (9143); Foresight Coal Sales LLC (8620); Tanner Energy LLC (0409); Sitran LLC (9962); Seneca Rebuild LLC (0958); Oeneus LLC (6007); Adena Resources, LLC (4649); Hillsboro Transport LLC (6881); American Century Transport LLC (SEC No. 5786); Akin Energy LLC (1648); American Century Mineral LLC (SEC No. 5788); Foresight Energy Finance Corporation (5321); Foresight Energy Labor LLC (4176); Viking Mining LLC (4981); M-Class Mining, LLC (5272); MaRyan Mining LLC (7085); Mach Mining, LLC (4826); Logan Mining LLC (2361); LD Labor Company LLC (8454); Coal Field Repair Services LLC (9179); Coal Field Construction Company LLC (5694); Hillsboro Energy LLC (1639); and Patton Mining LLC (7251). The address of the Debtors’ corporate headquarters is One Metropolitan Square, 211 North Broadway, Suite 2600, St. Louis, Missouri 63102.

<sup>2</sup> Capitalized terms used herein, but not otherwise define, have the meaning ascribed to them in the Application.

facts set forth in this Declaration are based upon my personal knowledge, information provided to me by the Debtors' employees or advisors, or my opinion based upon knowledge and experience as President and Chief Executive Officer. I am authorized to submit this Declaration on behalf of the Debtors.

**The Debtors' Selection of Paul, Weiss**

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure their bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. Since 2015, Paul, Weiss has represented the Debtors in connection with the Refinancing Engagement, and continues to provide the Debtors services under the terms of the Engagement Letter. In connection with the Refinancing Engagement and in preparing for its representation of the Debtors in these chapter 11 cases, Paul, Weiss has become intimately familiar with the Debtors' capital structure and operations, as well as with the key creditors and other stakeholders in these chapter 11 cases. Additionally, the Debtors retained Paul, Weiss for the role of lead restructuring counsel in light of, among other reasons, Paul, Weiss's extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code.

5. For the foregoing reasons, I believe that Paul, Weiss is particularly well-situated and well-qualified to represent the Debtors in these chapter 11 cases in an effective, efficient, and timely manner. Accordingly, the retention of Paul, Weiss is necessary and in the best interests of the Debtors, their estates and their creditors.

**Rate Structure and Cost Supervision**

6. In connection with the filing of these chapter 11 cases, the Debtors and Paul, Weiss have agreed upon rates in accordance with Paul, Weiss's customary rates. Paul, Weiss has confirmed to the Debtors that Paul, Weiss does not vary its billing rates or the material terms of an engagement depending on whether such engagement is a bankruptcy or a nonbankruptcy engagement. Paul, Weiss has further advised the Debtors that its current standard hourly rates are \$1,225 to \$1,650 per hour for partners; \$1,200 per hour for counsel; \$495 to \$1,110 per hour for staff attorneys and associates; and \$115 to \$380 per hour for paraprofessionals. It is my understanding that Paul, Weiss reviews and adjusts its billing rates annually, and that its rates are consistent with market rates for comparable services. It is my belief that Paul, Weiss's rates are reasonable in the context of these chapter 11 cases.

7. The Debtors understand that Paul, Weiss's fees and expenses will be subject to periodic review on a monthly, interim, and final basis during the pendency of these chapter 11 cases by various third parties, including the Court, and that such fees and expenses will be subject to the terms of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, the Orders, and any further guidelines of this Court governing the procedures for approval of compensation of professionals retained in these chapter 11 cases.

8. I recognize that it is the Debtors' responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estates remain consistent with the Debtors' expectations and the exigencies of these chapter 11 cases. The Debtors will continue to review the statements that Paul, Weiss regularly submits and amend the budget and staffing plans periodically, as the chapter 11 cases develop. Moreover, Paul, Weiss has informed me that I, and other senior executives as appropriate, will be provided with the opportunity to review all invoices and request adjustments to such invoices to the extent that they

determine that such adjustments are necessary and appropriate, and that such requests will be carefully considered by Paul, Weiss. As they did prepetition, the Debtors will continue to diligently review counsel fees and expenses and, in consultation with Paul, Weiss, modify such invoices as appropriate.

9. For the reasons set forth above, the Debtors believe that Paul, Weiss's employment is necessary and in the best interests of the Debtors and their estates.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct to the best of my knowledge and belief.

Dated: March 10, 2020

/s/ Robert D. Moore

Name: Robert D. Moore

Title: President and Chief Executive Officer  
Foresight Energy LP

**Exhibit C**

**Engagement Letter**

PAUL, WEISS, RIFKIND, WHARTON &amp; GARRISON LLP

1285 AVENUE OF THE AMERICAS  
NEW YORK NEW YORK 10019-6064

TELEPHONE (212) 373-3000

LLOYD K GARRISON (1946-1991)  
RANDOLPH E PAUL (1946-1996)  
SIMON H RIFKIND (1950-1995)  
LOUIS S WEISS (1927-1950)  
JOHN F WHARTON (1927-1977)UNIT 3601 OFFICE TOWER A BEIJING FORTUNE PLAZA  
NO 7 DONGSANHUAN ZHONGLU  
CHAOYANG DISTRICT  
BEIJING 100020  
PEOPLE'S REPUBLIC OF CHINA  
TELEPHONE (86-10) 5828-630012TH FLOOR HONG KONG CLUB BUILDING  
3A CHATER ROAD CENTRAL  
HONG KONG  
TELEPHONE (852) 2846-0300ALDER CASTLE  
10 NOBLE STREET  
LONDON EC2V 7JU U K  
TELEPHONE (44 20) 7367 1600FUKOKU SEIMEI BUILDING  
2-2 UCHISAIWAICHO 2-CHOME  
CHIYODA-KU TOKYO 100-0011 JAPAN  
TELEPHONE (81 3) 3597-8101TORONTO-DOMINION CENTRE  
77 KING STREET WEST SUITE 3100  
PO BOX 226  
TORONTO ONTARIO M5K 1J3  
TELEPHONE (416) 504-05202001 K STREET NW  
WASHINGTON DC 20006-1047  
TELEPHONE (202) 223-7300500 DELAWARE AVENUE, SUITE 200  
POST OFFICE BOX 32  
WILMINGTON DE 19899 0032  
TELEPHONE (302) 655-4410MATTHEW W ABBOTT  
EDWARD T ACKERMAN  
ALAN J AREF  
ROBERT A ATKINS  
DAVID J BALL  
JOHN F BAUGHMAN  
LYNN B BAYARD  
DANIEL J BELLER  
CRAIG A BENSON  
MITCHELL BERG  
MARK S BERGMAN  
BRUCE BIRENBOIM  
H CHRISTOPHER BOEHNING  
ANGELO BONVINO  
JAMES L BROCHIN  
RICHARD J BRONSTEIN  
DAVID W BROWN  
SUSANNA M BLERGEL  
PATRICK S CAMPBELL  
JESSICA S CAREY  
JEANETTE K CHAN  
YVONNE Y F CHAN  
LEWIS R CLAYTON  
JACOB COHEN  
KELLEY A CORNISH  
CHRISTOPHER J CUMMINGS  
CHARLES E DAVIDOW  
THOMAS V DE LA BASTIDE III  
ARIEL J DECKELBAUM  
ALICE BELISLE EATON  
ANDREW J EHRLICH  
GREGORY A EZRING  
LESLIE GORDON FAGEN  
MARC FALCONE  
ROSS A FIELDSTON  
ANDREW C FINCH  
BRAD J FINKELSTEIN  
BRIAN P FINNEGAN  
ROBERTO FINZI  
PETER F FISCH  
ROBERT C FLEDER  
MARTIN FLUMENBAUM  
ANDREW J FOLEY  
HARRIS B FREIDUS  
MANUEL S FREY  
ANDREW L GAINES  
KENNETH A GALLO  
MICHAEL E GERTZMAN  
ADAM M GIVERTZ  
SALVATORE GOGLIORMELLA  
ROBERT D GOLDBAUM  
NEIL GOLDMAN  
CATHERINE L GOODALL  
ERIC GOODISON  
CHARLES H GOUGE JR  
ANDREW G GORDON  
UDI GROFMAN  
NICHOLAS GROOMBRIDGE  
BRUCE A GUTENPLAN  
GAINES GWATHMEY III  
ALAN S HALPERIN  
JUSTIN G HANIL  
CLAUDIA HAMMERMAN  
GERARD E HARPER  
BRIAN S HERMAN  
MICHELE HIRSHMAN  
MICHAEL S HONG  
DAVID S HUNTINGTON  
AMRAY HUSSEIN  
LORETTA A IPPOLITO  
BRIAN M JANSON  
JAREN JANGHORBANI  
MEREDITH J KANEROBERTA A KAPLAN  
BRAD S KARP  
PATRICK N KARSNITZ  
JOHN C KENNEDY  
BRIAN KIM  
ALAN W KORNBERG  
DANIEL J KRAMER  
DAVID K LANHDHIR  
STEPHEN P LAMB  
JOHN L LANGE  
DANIEL J LEFFELL  
XIAOYU GREG LIU  
JEFFREY D MARELL  
MARCO V MASOTTI  
EDWIN S MAYNARD  
DAVID W MAYO  
ELIZABETH R MCCOLM  
MARK F MENDELSON  
WILLIAM B MICHAEL  
TOBY S MYERSON  
CATHERINE NYARADY  
JANE B O BRIEN  
ALEX YOUNG K OH  
BRAD R OKUN  
KELLEY D PARKER  
MARC E PERLMUTTER  
VALERIE E RADWANER  
CARL L REISNER  
LORIN L REISNER  
WALTER G RICCIARDI  
WALTER RIEMAN  
RICHARD A ROSEN  
ANDREW N ROSENBERG  
JACQUELINE P RUBIN  
RAPHAEL M RUSSO  
ELIZABETH M SACKSTEDER  
JEFFREY D SAFERSTEIN  
JEFFREY B SAMUELS  
DALE M SARRO  
TERRY E SCHIMER  
KENNETH M SCHNEIDER  
ROBERT B SCHUMER  
JOHN M SCOTT  
STEPHEN J SHIMSHAK  
DAVID R SICULAR  
MOSES SILVERMAN  
STEVEN SIMKIN  
JOSEPH J SIMONS  
AUDRA J SOLOWAY  
SCOTT M SONTAG  
TARUN M STEWART  
ERIC ALAN STONE  
AIDAN SYNNOTT  
ROBYN F TARNOFSKY  
MONICA K THURMOND  
DANIEL J TOAL  
LIZA M VELAZOJEZ  
MARIA T VULLO  
ALEXANDRA M WALSH  
LAWRENCE G WEE  
THEODORE V WELLS JR  
BETH A WILKINSON  
STEVEN J WILLIAMS  
LAWRENCE I WITDORCHIC  
MARK B WLAZLO  
JULIA MASON WOOD  
JENNIFER H WU  
JORDAN E YARETT  
KAYE N YOSHINO  
TONG YU  
TRACEY A ZACCONE  
TAURIE M ZEITZER  
T ROBERT ZOCHOWSKI JR

WRITER &amp; DIRECT DIAL NUMBER

(212) 373-3493

WRITER &amp; DIRECT FACSIMILE

(212) 492-0493

WRITER &amp; DIRECT E-MAIL ADDRESS

kcornish@paulweiss.com

December 18, 2015

\*NOT ADMITTED TO THE NEW YORK BAR

Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP  
One Metropolitan Square  
211 North Broadway, Suite 2600  
St. Louis, Missouri 63102

Engagement as Counsel

Dear Rashda:

I am pleased and grateful that Foresight Energy LP and its subsidiaries (the “Company”) have retained this firm as its counsel to assist in analyzing and implementing the Company’s restructuring alternatives. We are very excited at the opportunity to work with you and your colleagues. I write to confirm our acceptance of your engagement of us as counsel and to provide you with certain information concerning our practices and policies on fees, billing, collection, conflicts, and other material terms of our engagement. The rules governing our professional obligations require that we establish at the outset a common understanding about the terms and conditions of our employment. We began work on the matter, and our engagement is effective, as of December 14, 2015. The retainer for this engagement is \$500,000.00, subject to increase as set forth below.

Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP

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### TERMS OF ENGAGEMENT

The following terms and conditions apply to our engagement as your counsel:

**1. Scope of Representation and Client Relationship** — We agree to provide you with legal services, as requested by you from time to time, which in our professional judgment are reasonably necessary and appropriate in connection with the matter described above. At this time, our engagement is limited to the matter described above, though we would be pleased to consider representing you in such other matters as you may request. The terms and conditions of our engagement in any such other matter will be those set forth in this letter unless we otherwise mutually agree in writing. In all matters in which we represent you, we will provide services of a strictly legal nature, and it is understood that you will not be relying on us for business, investment, or accounting advice, nor to assess or vouch for the character or creditworthiness of any third person.

Unless we otherwise agree or our representation of you otherwise requires, our engagement is solely with the individuals or entities specifically identified as clients in this letter. By entering into this agreement, we are not agreeing to represent any other individuals or entities not named as clients herein, including your parent, subsidiary or affiliated corporations or businesses.

The question of whether our fees are covered by some third-party agreement (including an insurance policy) is not within the scope of our representation, unless you specifically request us to consider that question.

**2. Retainer** — It is our policy to obtain a retainer at the outset of each new representation in an amount appropriate to the size and scope of the matter. On occasion, we will also require an increase in a prior retainer owing to unforeseen circumstances, or an advance on substantial expenses we must incur on your behalf. Your payment of the retainer is a prepayment subject to refund, which means that the retainer is the property of this firm upon receipt. Unless we otherwise agree, the retainer will be applied to our final statement rendered to you on the matter. If the amount of the retainer exceeds the sum due and owing in our final statement, we will return the balance to you.

**3. Fees for Legal Services** — Our fees for legal services are based on our assessment of the reasonable value of our services. To assist us in determining that value, we assign hourly rates to each of our lawyers and legal assistants, and require each to maintain a record of the time spent and the services rendered on a particular matter. Time is recorded in tenths of an hour, which is the minimum we charge for any



Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP

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service. Our hourly rates, which are based on seniority, currently range from \$995 to \$1,330 per hour for partners; \$945 to \$970 per hour for counsel; \$425 to \$900 per hour for staff attorneys and associates; and \$95 to \$315 per hour for legal assistants. From time to time, we reassess these rates to account for increases in our costs, augmentation of the experience and ability of our legal personnel and other factors, and thus our current rates may change (and be thereafter applied to all unbilled time) during our representation of you. In addition to hourly rates, we may also take account of the types of services involved; the size, scope, complexity, and time limitations of the matter; the results obtained; and other relevant circumstances, including any factors that you may wish to call to our attention. We are prepared, consistent with these principles, to adapt our valuation of services in advance of undertaking the representation to address any special needs you may raise with us.

**4. Disbursements & Other Charges** — We are committed to serving you with the most effective and cost-efficient support systems reasonably required as an incident to our legal services, and to this end we allocate charges for such systems in accordance with the extent of usage by individual clients, which are billed in addition to our fee for legal services. We provide certain services (or incur costs) in-house for which we charge an amount calculated in an effort fairly to reflect the equipment, personnel and overhead costs to us of providing the services to you. We obtain other services (or incur other costs) from outside vendors or suppliers for which we charge only the amount billed to us by the vendor or supplier. We may forward the invoices from these outside sources directly to you, in which event you will be responsible to pay the invoices in accordance with their terms. Otherwise, our statements will separately bill you for these disbursements and other charges.

In the event we are required to respond to a subpoena or other formal request from a third party relating to services we have performed for you, you agree to reimburse us for our time and expense incurred in responding to such request.

**5. Billing** — We want our clients to be satisfied with both the quality of our services and the reasonableness of our bills, and we earnestly invite you to discuss with us any questions or comments you may have about any of our fees and charges or the format of our bills. Our practice is to bill on a monthly basis for the fees, disbursements, and related charges incurred in the preceding month, except that, in certain transactions, we may mutually agree that some or all of the billing will be done on some other basis. While we make every effort to include all disbursements in the statements for the period in which they were incurred, some costs (especially telephone or outside vendor expenses) are not available at the time of billing and must therefore be included in a later statement. Our statements are due and owing upon receipt. In the event that some or all of our fees might be subject to payment by some third party (e.g., an insurance company), we regard our client as responsible for the payment of our fees and, absent a specific agreement to the contrary, we will not look to the third party for

Rashda M. Buttar, Esq.  
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Foresight Energy LP

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payment. We first apply all payments we receive from you to our oldest outstanding statement.

**6. Managing Costs** — We are sensitive to the need to manage and, when possible, to predict legal costs. We are happy to work with you to estimate our likely fees and expenses in connection with our services. You understand, however, that any estimate of projected fees is necessarily only an inexact approximation based on assumptions that may prove unfounded in the unique circumstances of each matter, and that such estimates are not intended as either a maximum or a minimum fee for our legal services.

**7. Outside Experts** — In the course of our representation it may be appropriate, with your advance approval, to retain persons of special training or expertise to assist in the rendition of legal services (e.g., accountants, economists, investigators). Owing to privileges that may apply to services that an attorney requests from a third party, it will often be advisable for this firm to assume responsibility for hiring such experts. Notwithstanding that the contractual relationship may be with this firm, however, you agree that you will bear the responsibility directly to pay the invoices for the fees and expenses incurred by these persons.

**8. Arbitration** — In certain circumstances, you may have the right to demand arbitration of a dispute over our legal fees in civil matters involving amounts greater than one thousand dollars (\$1,000) and less than fifty thousand dollars (\$50,000). In the event such a dispute arises, we shall notify you in writing of your rights, if any, to demand mediation or arbitration, processes that may have significant advantages for you.

**9. Confidentiality** — For our relationship to succeed, it is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our representation. We regard the lawyer's duty to preserve the confidences and secrets of a client with the utmost seriousness. In instances in which we represent a corporation, partnership, or other legal entity, our attorney-client relationship is with, and this duty of confidentiality is owed only to, the entity, and not to the entity's parent or subsidiary corporations nor its shareholders, officers, directors, founders, managers, employees or partners, unless you instruct us or our representation of you requires otherwise. As a result, the confidences and secrets we obtain in the course of such representations belong to and may be waived by the organization we represent, and not by the employees, officers, or directors of the organization. Of course, in the absence of a conflict, we are free to represent these other persons, but should not be deemed to do so without our express agreement to that effect.

**10. Conflicts of Interest** — We wish to avoid any circumstance in which you would regard our representation of another client to be inconsistent with our duties to and understandings with you. Unless we have told you otherwise, we do not

Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP

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now represent another client in the specific matter in which you have retained us. Because we represent a large number of clients in a wide variety of legal matters around the world, however, it is possible that we currently represent, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which you have engaged us, some person or entity whose interests are actually or potentially adverse to your interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. We agree that we will not undertake any such representation if the subject of the other representation is related to the specific matter in which we currently represent you. If the matters are not related, however, then you hereby agree that we will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information we have received from you, and (b) the other client has consented to our continued representation of you. This means that this firm could represent another client against you in an unrelated matter such as a lawsuit, a transaction, or some other matter. Your agreement as set forth in this paragraph represents your acknowledgement that such adverse representations are foreseeable to you, and effects a waiver of your right, if any there be, to object to our representation in the unrelated matter of another client whose interests are adverse to yours. Since we understand that you are experienced in retaining counsel, we are relying upon your agreement to the foregoing in undertaking this representation. We urge you to ask us (or other counsel) any questions concerning this paragraph before we undertake to represent you.

Moreover, in the course of representing you, and in order fully to satisfy our professional obligations, we may from time to time need to consult with the lawyers in this firm responsible for advising the firm on ethical issues, including issues that may implicate your interests. You acknowledge and agree that, notwithstanding this potential for conflict in consideration of our professional obligations, the firm is free to consult with its own internal counsel on such matters without your consent and that such consultations are privileged and confidential.

**11. Termination** — We hope and trust that our relationship with you will be a long and fruitful one. Nevertheless, you are free to terminate our representation of you at any time unless judicial approval is required for us to withdraw, in which event we agree not to oppose such withdrawal. Subject always to any applicable rule of court, we may terminate this agreement if you deliberately disregard the terms of this agreement or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Notwithstanding any such termination, you remain liable to pay all fees and charges incurred up to the date of termination. Upon completion of the matter to which this engagement letter applies, or the earlier termination of the representation, our attorney-client relationship will end unless we agree to continue the representation on other matters. We shall have no continuing obligation to advise you on any matter unless we otherwise agree in writing.

Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP

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**12. Legal Updates, Publications and Events** — You agree that we may contact you with legal updates or other publications which we believe may be useful to you (for example, with details of relevant changes in law). In addition, you agree that we may send you invitations to events such as client seminars on various legal topics. We may contact you for these purposes by email, mail or telephone (as appropriate). If you prefer not to be contacted for these purposes, please email us at [privacy@paulweiss.com](mailto:privacy@paulweiss.com).

**13. Governing Law** — Any controversy, dispute or claim of any kind between us shall be governed by and interpreted in accordance with the laws of the state of New York, without regard to any provisions governing conflicts of laws.

**14. Entire Agreement** — These terms set out the entire agreement between you and us concerning our provision of legal services. Any modifications or amendments to these terms must be in writing and agreed by both parties.

**15. Records Management and Retention** — We will maintain all paper and electronic records related to our representation of you in secure facilities and on secure servers. Those records will include documents such as legal pleadings, transactional documents, substantive correspondence and other documents reasonably necessary to our representation of you in the matter (the “Client File”). The Client File is your property. The records may also include purely internal firm documents prepared for the purpose of facilitating performance of our legal services in the form of research memoranda, outlines, emails, handwritten notes and mark-ups of documents, as well as new matter intake forms and internal conflicts checking records. These records are our property. At the close of a specific matter, we will return to you your original documents, if any, related to the matter. At your request, any remaining records in the Client File will be returned to you at your expense. You agree that we may make physical or electronic copies if we choose at our own expense. You agree and understand that any materials left with us after the engagement has terminated may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. The firm’s current policy is to retain records (other than duplicates and the like) for a period of ten years after the matter has terminated. In personal representation matters, the retention period is twenty years. At the expiration of the relevant retention period, the retained matter records will be destroyed. Please advise us if you have a records retention policy in place with which we will need to comply.

\* \* \*

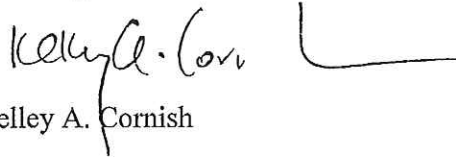
Rashda M. Buttar, Esq.  
Senior Vice President – General Counsel  
Foresight Energy LP

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Our goal is to serve you in an effective and efficient way, and we welcome your views on how we may best do so. We encourage you to discuss with us any questions you might have concerning these matters. Please signify your acceptance of the foregoing Terms of Engagement by signing the enclosed copy of this letter and returning it to me. Please note that your instructing us or continuing to instruct us on the matter discussed above will constitute your full acceptance of the terms set out above.

Again, we are all pleased at the chance to work on this matter and look forward to a successful outcome.

Sincerely,

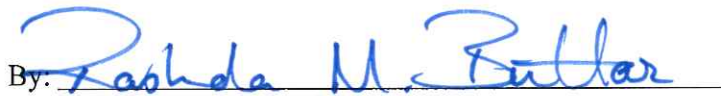


Kelley A. Cornish

KAC/hfn  
Enclosure

AGREED:

FORESIGHT ENERGY LP AND ITS SUBSIDIARIES

By: 

Name: Rashda M. Buttar

Title: Senior Vice President – General Counsel